

Requests for Proposal

FOR LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS



**County of San Bernardino
Department of Risk Management
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016
(909) 386-8720**

RFP # RMD 06-004

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I. INTRODUCTION

A. Purpose

This Request for Proposal (RFP) is to solicit proposals for Legal Defense of Workers' Compensation Claims for the County of San Bernardino (COUNTY). Respondents to this RFP may submit proposals for services based on their company's strengths. The County will select vendor(s) to provide these services based on a combination of the vendor's experience, qualifications and the fee proposal. The term of any contract awarded as a result of this RFP will be for a three-year period from the date of approval by the County of San Bernardino Board of Supervisors, beginning on or about January 30, 2007.

If contract negotiations for renewals are delayed for any reason beyond control of the Contractor, the contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new contract.

B. Minimum Proposer Requirements

All Proposers must:

1. Have a Principal Attorney responsible for handling of the County's cases with at least (5) years of experience in the field of Legal Defense of Workers' Compensation Claims.
2. Be a firm with (5) years of continuous experience in the field of Legal Defense of Workers' Compensation Claims.
3. Be licensed to practice law in the State of California. By submitting a proposal, each Proposer represents that all attorneys who will handle the County's cases are lawfully admitted to the California State Bar.
4. Be a citizen of the United States of America or a legal alien authorized to work in the United States of America.
5. The County reserves the right to consider qualified Proposers who possess equivalent registrations/certifications.
6. Meet other presentation requirements listed in this RFP.

C. Correspondence/Questions

Any and all correspondence related to this Request for Proposal, including proposals, are to be submitted to:

County of San Bernardino
Department of Risk Management
ATTN: Steve Robles, Assistant Director
RFP # RMD 06-004
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016
srobles@rm.sbcounty.gov or fax (909) 386-8948

Important: All communications regarding this RFP, from the date of issue authorized by the County Board of Supervisors through final determination of the RFP results and awarding of contract by the Board of Supervisors, must only be with the individual cited above. Communications regarding the RFP directed by a Proposer to a County employee or official, other than the individual identified above may result in the immediate and complete rejection of a Proposer's proposal. All proposals received by the County and subsequent communications and deliberations regarding the proposals will be treated as confidential information until a recommendation is made to the Board of Supervisors.

D. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 4:00 p.m. on Monday, November 6, 2006. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered and will be returned unopened.

II. PROPOSAL TIMELINE

A.	Release of RFP	September 12, 2006
B.	Deadline for Submission of Written Questions	September 27, 2006
C.	Tentative Date for Responses to Questions	October 12, 2006
D.	Deadline for Proposals	November 6, 2006
E.	Tentative Date for Vendor Interviews	December 5, 2006
F.	Tentative Date to take contract to Board of Supervisors	January 30, 2007

*Questions regarding the contents of this RFP must be submitted in writing via U.S. mail, fax or email and shall be directed to the individual listed above. Any and all questions will be evaluated to determine if an official response is necessary. Copies of any answered questions will be disseminated to all firms who submitted questions, as well as posted to the County's website. It is the responsibility of the proposer to check the website for responses to Contractor's inquiries.

III. PROPOSAL CONDITIONS

A. Contingencies

This Request for Proposal (RFP) does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals or any part(s) of any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications to the RFP

The County reserves the right to issue addenda or amendments or change the timelines to this RFP. All firms providing an RFP will be notified in writing of any modifications made by the County to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of the County.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposers agree that all costs incurred in developing this proposal are the Proposers' responsibility.

E. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations. The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County.

F. Final Authority

The final authority to award a contract rests solely with the County of San Bernardino Board of Supervisors.

IV. PROGRAM REQUIREMENTS

A. Background

San Bernardino County encompasses 20,160 square miles, the largest county in the Continental United States. It borders Los Angeles, Riverside, and Kern Counties and the States of Arizona and Nevada. Current population is over 1.6 million; the majority of which are located in the southwest portion of the County. The County employs approximately 17,055 workers and, in order to provide adequate service to its citizens has offices located throughout the County, often separated by extensive distances. The County is self-insured and self-administered for its Legal Defense of Workers' Compensation Claims program. Contracting with qualified legal firms allows the Department of Risk Management to more accurately forecast and control legal defense costs by using standard fixed rate schedules.

B. Program Description

1. Objective

The Risk Management Department (COUNTY) is very demanding with respect to quality services, responsiveness, accuracy and cost control. County desires to maximize savings while effectively defending Workers' Compensation Claims.

Contracted firms will defend all claims or actions, including prejudgment and post-judgment proceedings at the trial and appellate court level, referred by the County and arising from alleged legal liability of the following entities:

- ❖ County of San Bernardino
- ❖ County of San Bernardino Flood Control District
- ❖ County of San Bernardino Special Districts and County Service Areas.

Contracted firms will provide periodic written status reports in accordance with reporting provisions of the contract and orally brief County officials, as required, on case status and strategy.

To assist the contracted firms in doing the work, the County shall provide lists of approved vendors such as certified shorthand reporters, investigators, and photocopyists. The County will also assist in retaining appropriate defense experts.

- ❖ Due to the County's contracting policy, firms are required to advance the cost of retained experts and will be reimbursed by the County as reimbursable expert fees.

Contracted firms shall provide a maximum of 4 days instructor led training classes per year for new and existing staff at San Bernardino County that may span multiple dates. Manuals must be provided for all attendees.

2. Program Requirements

a. Preliminary Case Management Plan and Estimated Case Budget

- ❖ Upon referral and after reviewing the case file, and within seven (7) days, Workers' Compensation Attorneys will contact the assigned Risk Management Adjuster by telephone. The Attorney and the adjuster will agree upon a preliminary case management plan. Upon completion of the telephone conference, the attorney shall memorialize the agreed upon plan and provide a copy of said plan to the Risk Management Adjuster.
- ❖ One element of this plan will be the preparation by Workers' Compensation Attorneys of an estimated case budget. The estimated case budget will provide the first indication of the cost to defend the County. Workers' Compensation Attorneys will periodically update the initial estimate as events dictate. The case budget format is attached (Appendix A).

b. Case Evaluation and Plan

Counsel will provide a written report to Risk Management no later than thirty (30) days from the date of receiving the case. The case evaluation shall not restate or duplicate information supplied to the attorney by Risk Management. If more time is required to prepare and submit a meaningful case evaluation and plan, an extension of time shall be requested from the Risk Management Adjuster.

This evaluation and plan must include the following elements:

- ❖ Statement of facts.
- ❖ Statement of the issues, including identification of any unusual or potentially precedent setting issues.
- ❖ Additional background, factual or other investigations needed.
- ❖ Injuries claimed.
- ❖ Applicant's contentions
- ❖ A list of defenses to be raised
- ❖ Discovery requirements including the identification of parties and witnesses that need to be deposed, interviewed and records to be produced.
- ❖ Case evaluation, including (1) expected potential liability, (2) case potential, (3) subrogation potential, (4) exposure, and (5) settlement value and the basis used to arrive at this value, (6) estimated defense costs.
- ❖ Legal issues that require original research effort rather than updating available firm research.
- ❖ Proposed litigation and case management strategies.
- ❖ Witnesses needed. (Pre-approval by Risk Management Adjuster required prior to notification)
- ❖ The names of the attorney or attorneys assigned to handle the case.

To assist the contracted firms in doing the work, the County shall provide lists of approved vendors such as certified shorthand reporters, investigators and photocopyists. Only these contract vendors shall be used by the firm. The County will also assist in retaining appropriate defense experts.

c. Administrative Services

- 1) Projects are assigned to specific vendors according to vendor's expertise as projects are received from various County Departments.
- 2) Projects can vary from simple training classes to complex hazard analysis. There are no guarantees of specific number of hour blocks.
- 3) Vendors must possess required license when contract is awarded.

d. Performance Measures

- 1) Basic performance should adhere to the rules regulating admission to practice of law in California issued by the State Bar of California as amended to March 5, 2005.

e. Penalties

- 1) Penalties caused by the attorneys will be paid by the firm.
- 2) Penalties assessed will be reviewed by the Director of Risk Management and Chief Deputy County Counsel.
- 3) If the County Adjuster is at fault or the adjuster's delay caused the penalty, the attorney firm would not be expected to pay the penalty.
- 4) If the penalty was clearly caused by the attorney firm, then the firm will be billed for the penalty and expected to pay the penalty.
- 5) The Director of Risk Manager and Chief Deputy County Counsel will resolve appeals. Filing a legal malpractice claim is not an alternative desired by the County.

f. Monitoring of Service/Quality

Contractor will:

- 1) Provide periodic written status reports in accordance with the reporting provisions of the contract and orally brief County officials, as required, on case status and strategy.
- 2) Shall, during the life of the contract, maintain necessary licenses and continuously comply with all applicable Federal, State, County, and Municipal laws, ordinances and regulations.
- 3) Agree to comply with all of the County's Contractual Terms and Conditions as shown in Section V, Contract Requirements, of this RFP.

V. CONTRACT REQUIREMENTS

A. General. The firm(s) selected shall be required to agree to the terms contained below. Proposers have any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the contract, Contractor, vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall not change the primary point of contact without written notification and acceptance of the County. Contractor shall also designate a back-up point of contact in the event the Primary contact is not available. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees that any amendments, alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original contract and approved by the required persons.

7. Termination for Convenience

The County for its convenience may terminate this contract in whole or in part upon thirty (30) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this contract shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.

8. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use

or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. Contractor shall receive written permission from the County prior to publication of said training materials.

9. Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Part V, Section B., Indemnification.

10. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties. In the event that County determines that a conflict of interest exists, any increase in costs associated with the conflict of interest will be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

11. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records must be accessible to the County of San Bernardino within twenty-four hours if requested. Records, should include, but are not limited to, fiscal records and shall be kept in accordance with Generally Accepted Accounting Principles (GAAP). All records shall be complete, current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

12. Invoices

Contractor will bill County according to the following procedures:

- a. Invoices for services rendered will be submitted directly to the County. Invoices will meet, but not limited to, the following requirements:
 - 6) Individually numbered invoices by individual case/County claim number basis.
 - 7) Reference to the County on each invoice.
 - 3) Submittal not more than thirty (30) days from the date of service.
 - 4) Identify the requestor(s).
 - 5) Submittal in duplicate.
 - 6) Delineate each service billed as identified and labeled in the contract's Rate Schedule.
 - 7) Identify the from-through date(s) of services invoiced.
- b. Provide a monthly billing summary each month, which shall:

- 1) Reflect credit payments.
 - 8) Identify the charges-to-date on the individual assignment by location/site.
 - 9) Identify the from-through date(s) of service invoices.
 - c. Payment: Invoices submitted for payment will be subject to an audit. Confirmations as to the types and quality of services may be obtained from the requestor before payment is made. Payments are normally processed no more than thirty days from invoice receipt.
 - d. County agrees to pay Contractor's invoices within 60 days of the date received.
- 13. Venue**
The venue of any action or claim brought by any party to this contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this contract is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
- 14. Licenses and Permits**
Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify the County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the contract.
- 15. Health and Safety**
Contractor shall comply with all applicable local health and safety regulations including fire clearances, for each site where program services are provided under the terms of the Contract.
- 16. Americans with Disabilities Act**
Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- 17. Notification**
In the event Contractor experiences a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) working day, in writing and by telephone, to the County.
- 18. Ownership of Documents**
All documents, data, products, graphics, computer programs and reports prepared by the Vendor pursuant to this contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this contract, subject to the requirements of Section V, A, 7 (Termination for Convenience). Unless otherwise directed by the County, Vendor may retain copies of such items.
- 19. Release of Information**
No news releases, advertisements, public announcements or photographs arising out of this contract or Vendor relationship with County may be made or used without prior written approval of the County.
- 20. Disclosure of Criminal and Civil Proceedings**
The County reserves the right to request the information described herein from the Contractor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Contractor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Contractor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Contractor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Contractor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

21. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

22. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. Contractor shall assume full responsibility for all Federal, State and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to Contractor and Contractor's employees and agents engaged in the performance of this contract.

23. Nondiscrimination

Contractor will not discriminate against any employer or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, employment upgrading, demotion, or transfer; recruitment, advertising, layoff or termination; rates of pay including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. Indemnification and Insurance Requirements

1. Basic Requirements

Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor's indemnification

obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall immediately furnish Certificates of Insurance to the County Departments administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations.
- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards.
- (e) Personal injury
- (f) Contractual liability.
- (g) \$3,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers, in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

3. Professional Services Requirements

In addition to the Basic Requirements/Specifications for all Contracts, professional service contracts shall include the following additional requirements:

- a. Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and three million (\$3,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and three million (\$3,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.
- b. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three (3) years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit, Contractor may, at the County's option, be required to reimburse the County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement. Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

D. Contract Compliance

Contractor agrees to comply with the provisions of Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, San Bernardino County Emerging Small Business Enterprise Policy 11-15, and any other applicable federal, state and county laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. Information on these rules and regulations may be obtained from the Small Business Development Director of the County of San Bernardino at (909) 948-6602.

E. Former County Officials

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit. Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

F. Improper Consideration

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of this proposal. Proposer shall immediately report any attempt by a County officer, employee, group of employees or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. The County, by written notice, may immediately reject any proposal or terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraphs was offered to any officer, employee, group of employees or agent of the County with respect to the proposal

and award process, or any solicitation for consideration was not reported. This prohibition shall also apply to any amendment, extension or evaluation process once a contract has been awarded. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

G. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10 and 11-10SP), which requires contractor to use recycled paper for proposals and any printed or photocopied material created as a result of a contract with the County. The policy also required contractors to use both side of paper sheets for reports submitted to the County whenever practicable.

H. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that Proposer has made a material misstatement or misrepresentation of that materially inaccurate information has been provided to the County, Proposer may be terminated from the RFP process or, in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

I. Local Preference Policy

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

J. Term

The term of any contract awarded as a result of this RFP will be for a three year period from the date of approval by the County of San Bernardino Board of Supervisors, beginning on or about January 30, 2007 with options for two one year extensions. The term of the contract is subject to the following provisions:

1. The County may immediately terminate after notice of material breach is sent to the Contractor and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Contract, the term "material breach" shall be defined to mean the failure of Contractor to perform all of its obligations under the Contract.
2. The Contract may be terminated by the County without cause upon ninety (90) calendar days prior written notice to the other party.
3. The Contract may be terminated by the Proposer with cause if the County fails to pay the fees in the amount and manner required by the approved Contract provided the County has been duly notified of such failure subject to thirty (30) days notice to cure such breach.
4. The Director of Risk Management has full discretion and authority to exercise County termination rights under the Contract.

VI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.

4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph D - Proposal Submission Deadline.**

5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and four (4) unbound copies for a total of five (5), of the written proposal are required. The original copy must be clearly marked "Master Copy." If one copy of the proposal is not clearly marked "Master Copy," the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two (2) or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL - LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS SERVICES RFP # RMD 06-004".
3. All proposals must be submitted on 8-1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package which the content must be submitted in the following sequence and format:

1. Proposal Checklist (Attachment A)

2. Cover Page (Attachment B) - Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal which must include the following information:

- a. A statement that the proposal is submitted in response to the Request for Proposals for LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS SERVICES RFP # RMD 06-004.
- b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
- c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.

3. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.

4. Statement of Certification (Attachment C) - Include the following in this section of the proposal:

- a. A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.
- b. A statement the Proposer presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract. No person having such interest shall be employed by or associated with Proposer during the term of this contract.
- c. A statement that the offer made in the proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.
- d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.

- e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded. The County will be provided with any other information the County determines necessary for an accurate determination of our ability to provide the services being proposed.
 - g. A statement that the prospective Contractor, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.
 - h. A statement that the Proposer agrees to respond to any reasonable inquiry made by the County for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform.
- 5. Minimum Proposer Requirements (Attachment D)**
 - 6. Statement of Exception to RFP (Attachment E)**
 - 7. References (Attachment F)**
 - 8. Proposal Form (Attachment G)**
 - 9. Proposal Description** – A detailed description of the proposal being made. Proposal should include the following:
 - a. Brief synopsis of the of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. It should also include a statement that the Proposer will provide all of the services included in Section IV, Section B, Program Description. If the Proposer is unable to provide any of the particular services listed in the program description, they must so indicate by describing what service(s) they are unable to provide.
 - b. Complete Responses to General Questionnaire (Section VI, Paragraph D.).
 - c. Explanation of any assumptions and/or constraints.
 - d. Milestones and deliverable charts, as applicable.
 - e. The County reserves the right to negotiate final contract language.
 - 10. Statement of Experience** - Include the following in this section of the proposal:
 - a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
 - b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
 - c. A statement that the Proposer demonstrated capacity to perform the required services.
 - d. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f. Experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g. List of current clients.
 - h. If any contract was terminated prior to the original termination date during the last five (5) years, identify the client and the reason for termination.
 - i. Controlling interest in any other firms providing equivalent or similar services. If none, so state.

- j. Financial interest in other lines of business. If none, so state.
- k. Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
- l. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
- m. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
- n. A list of Former County Officials affiliated (as defined in Section V) with the organization. If none, so state. (Provide statement)

D. General Questionnaire

In order for your proposal to be considered and accepted, your organization should provide answers to the questions presented in this section. Each question should be answered specifically, in detail and in the order in which they appear. Reference should not be made to a prior response nor should any answer apply to more than one question.

Respond to all questions in the General Questionnaire, which follows:

1. Services

a. Management, Background and Staffing

- 1) Describe your company in detail commenting on size, history, firm's years of experience etc. with providing legal defense of Workers' Compensation claims services.
- 2) Furnish the names, addresses and telephone numbers of four (4) references that have had direct experience with the legal defense of Workers' Compensation claims services you provide.
- 3) Describe the experience and/or credentials of those who will perform the legal defense of Workers' Compensation claims.
- 4) How many staff members will be assigned to this account? What are their classifications? What hours will they be accessible to County?
- 5) Describe the minimum requirements for education, experience, and training for each position of your operational and technical staff.
- 6) Who in your organization makes the determinations relative to our account. Please describe their credentials and provide resumes for each staff member who will be dedicated to this program.

E. Insurance

Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.

VII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance and the cost of these services.

The selection committee may interview VENDORS identified as "finalist". Evaluation of the finalists' proposals may include results of demonstrations and interviews with County personnel. The Director of Risk Management, in conjunction with the assigned evaluation committee, will make the final decision as to which proposal(s) will be recommended to the Board of Supervisors for contractual consideration and approval.

B. Evaluation Criteria

- 1. **Initial Review** - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and in compliance with all the requirements of this RFP.

- b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B. Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.
- 2. **Technical Review** - Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):
 - a. Proposer's qualifications, personnel, and experiences in providing these services.
 - b. Program services and strategies.
 - c. Program questionnaire response.
 - d. Cost.
- 3. **Interview (Optional)**

All finalists will be notified if interviews will be conducted.
- 4. **Final Selection**

While cost is a major consideration in the evaluations process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.
- C. **Contract Award**

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

Cost of service is one factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide quality service in a timely manner in accordance with the RFP requirements is critical to a successful proposal. Award of contract(s) may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
- D. **Protests**

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I Paragraph C of this RFP, and submitted within fourteen (14) calendar days of the date on the notification of intent to award. Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Director of Risk Management, Laurie Milhiser. The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer advising of the decision with regard to the protest and the basis for the decision.
- E. **Final Approval**

Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

Appendix

Appendix A – Estimated Case Budget
Attachment 1 – Definitions
Attachment 2 – Risk Management Statistical Information
Attachment A – Proposal Check List
Attachment B – Cover Page
Attachment C – Statement of Certification
Attachment D – Minimum Proposer Requirements
Attachment E – Exceptions to RFP
Attachment F – References
Attachment G –Cost Proposal Form
Attachment H –Calendar of Events

ESTIMATED CASE BUDGET

Case Name _____ Claim Number _____

Please provide your preliminary estimates to execute your case management plan in the following areas of activity.

PROJECTED ACTIVITY

ESTIMATED COSTS

A. Initial

- | | |
|---|----------|
| 1. Case evaluation | \$ _____ |
| 2. Answer(s) to Application(s) for Adj. | _____ |
| 3. Answer(s) to S&W and/or 132(a) Petition(s) | _____ |
| 4. Employer records to be copied | _____ |

B. Discovery

- | | |
|---|-------|
| 1. Applicant's deposition | _____ |
| 2. Witness statements | _____ |
| 3. AME/QME inquiries/scheduling | _____ |
| 4. Subpoenaing prior to medicals | _____ |
| 5. Subpoenaing prior to ER employment records | _____ |
| 6. Indexed W.C./Auto/Criminal | _____ |

C. Legal/Other Research

- | | |
|---------------------------------|-------|
| 1. Court record search(s) | _____ |
| 2. Special legal research | _____ |
| 3. Activities check(s) Sub Rosa | _____ |

D. Rehabilitation/Alternative Employment

- | | |
|--|-------|
| 1. Initial opinion regarding necessity of VR | _____ |
| 2. Plan development | _____ |
| 3. Conference | _____ |

E. Subrogation

- | | |
|---------------------------|-------|
| 1. Case evaluation | _____ |
| 2. Complaint/Intervention | _____ |
| 3. Expert witness | _____ |
| 4. Trial/settlement | _____ |

DEFINITIONS

County –	County of San Bernardino, County of San Bernardino Risk Management Department
ADA -	Americans with Disabilities Act
RFP -	Request for Proposals
GAAP-	Generally Accepted Accounting Principles

Company Name: _____

**County of San Bernardino
Department of Risk Management
Request for Proposal for
Legal Defense of Workers' Compensation Claims Services
For the County of San Bernardino
RFP 06-004**

Proposals submitted in response to RFP for Legal Defense of Workers' Compensation Claims Services for the County of San Bernardino must be delivered to the following address no later than **4:00 p.m. (PST), November 6, 2006.**

County of San Bernardino
Department of Risk Management
Steve Robles, Assistant Director
ATTN: RFP #06-004
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

One original and four (4) unbound copies total of five (5) of the written proposal are required. Each proposal must include the following items:

IMPORTANT: Proposals must include a statement identifying which service is being proposed.

1. ☐ Proposal Checklist – Attachment A
Mark (X) beside line of service being quoted.
☐ Legal Defense of Workers' Compensation Claims.
2. ☐ Cover Page – Attachment B
3. ☐ Table of Contents
4. ☐ Statement of Certification – Attachment C
5. ☐ Minimum Proposer Requirements – Attachment D
6. ☐ Exceptions – Attachment E
7. ☐ References – Attachment F
8. ☐ Cost Proposal Form Legal Defense of Worker's Compensation Claims – Attachment G
9. ☐ Proposal Description
10. ☐ Statement of Experience
11. ☐ Insurance

PROPOSAL FOR LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS

PROPOSER'S NAME (name of firm, entity or organization):

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF VENDOR'S PRIMARY CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

☐ Corporation

☐ Partnership

☐ Proprietorship

☐ Joint Venture

☐ Other (explain): _____

If Corporation, Date Incorporated: _____

State Incorporated: _____

States Registered in as foreign corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

The undersigned hereby certifies that this proposal is submitted in response to the Request for Proposals for Legal Defense of Workers' Compensation Claims RFP #RMD 06-004:

PROPOSER'S AUTHORIZED SIGNATURE:

Individuals by name, title, address and phone number authorized to negotiate with the County on behalf of the organizations/firm:

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

PHONE NUMBER: _____

The undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.

PRINT NAME: _____

TITLE: _____

PROPOSER'S AUTHORIZED SIGNATURE:

TITLE: _____

DATE: _____

ATTACHMENT C
STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal in response to County of San Bernardino RFP for **LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS SERVICES**.

	Statement	Agree (initial)	Disagree with qualification (initial and attach explanation)
a.	A statement that the Proposer does not have any commitments or potential commitments which may impact the Proposer's assets, lines of credit, guarantor letters, or ability to perform the contract.		
b.	A statement the Proposer presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by the contract. No person having such interest shall be employed by or associated with Proposer during the term of this contract.		
c.	A statement that the offer made in the proposal is firm and binding for one hundred eighty (180) days from the date the proposal is opened and recorded.		
d.	A statement that all aspects of the proposal, including cost, have been determined independently without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
e.	A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
f.	A statement that the Proposer agrees that all aspects of this RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded. The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
g.	A statement that the prospective Contractor, if selected, will comply with all applicable contract requirements, rules, laws, and regulations.		
h.	A statement that the Proposer agrees to respond to any reasonable inquiry made by the County for the purpose of clarifying any of the information contained in a Proposer's proposal. The submission of a proposal constitutes permission by the Proposer for the County to verify all information contained therein. If the County deems it necessary, additional information may be requested from the Proposer. Failure to comply with any such request may disqualify a Proposer from further consideration. Such additional information may include evidence of financial ability to perform.		

Signature _____

Print name _____

Company _____

Date _____

**COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
Legal Defense of Workers' Compensation Claims SERVICES**

The following requirements apply to all prospective vendors:

	Requirement	Agree (initial)	Disagree with qualification (initial and attach explanation
1.	Have a Principal Attorney responsible for handling of the County cases with at least (5) years of experience in the field of Legal Defense Workers' Compensation Claims		
2.	Be a firm with (5) years of continuous experience in the field of Legal Defense of Workers' Compensation Claims.		
3.	Be licensed to practice law in the State of California. By submitting a proposal, each Proposer represents that all attorneys who will handle the County's cases are lawfully admitted to the California State Bar.		
4.	Be a citizen of the United States of America or a legal alien authorized to work in the United States of America.		
5.	The County reserves the right to consider qualified Proposers who possess equivalent registrations/certification.		
6.	Meet other presentation requirement as listed in RFP.		

.SIGNED: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

**COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS SERVICES**

PROPOSER NAME _____

ADDRESS _____

Telephone# (_____) _____

Fax # (_____) _____

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required).

Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS SERVICES

Agency	Contact Name	Phone Number	Types / Dates Services Provided (from/thru)	Address

COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
REQUEST FOR LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS SERVICES RATES
(ORIGINAL AND ONE COPY)

BASIC CHARGE FOR LEGAL SERVICES	Regular (hourly)
Partners	\$
Senior Associates (5 years or more of experience)	\$
Associates (less than 5 years experience)	\$
Law Clerks and Paralegals	\$

Please note, the basic hourly charge must include all of your ordinary overhead expenses, including file setup, secretarial services, billing, status and confirmation letters, postage, and mailing, document preparation, word processing, incoming and outgoing facsimiles, in-house courier local telephone charges, routing photocopying, office supplies, support staff, local area travel, meal expenses.

Company Name: _____

Authorized Signature: _____

ATTACHMENT H

**COUNTY OF SAN BERNARDINO
DEPARTMENT OF RISK MANAGEMENT
LEGAL DEFENSE OF WORKERS' COMPENSATION CLAIMS SERVICES
CALENDAR OF EVENTS**

Release of RFP	Tuesday, September 12, 2006
Deadline for submission of written questions	Wednesday, September 27, 2006, 4:00 p.m., (PST)
Tentative date for responses to questions	Thursday, October 12, 2006, 4:00 p.m., (PST)
Deadline for Proposals	Monday, November 6, 2006, 4:00 p.m., (PST)
Tentative Date for Vendor Interview (If applicable)	Tuesday, December 5, 2006
Tentative date to take contract to the Board of Supervisors	Thursday, January 30, 2007